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ATTORNEY FOR JUAN JOSE SILVA  
& EMIGDIA CISNEROS SILVA

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
FORT WORTH DIVISION

IN RE:

CASE NO. 09-43881-DML-13

JUAN JOSE SILVA

CHAPTER 13

& EMIGDIA CISNEROS SILVA

DEBTOR

JUDGE D. MICHAEL LYNN

**DEBTOR'S MODIFICATION OF CHAPTER 13 PLAN AFTER CONFIRMATION**

DATE: December 1, 2011

Pursuant to 11 USC 1329 the Debtor requests the following modification(s) to the Debtor's original or last modified Chapter 13 plan:

**History of Case**

Petition Date:	<u>07/01/2009</u>	Total Paid In (Received to Date):	<u>\$29,550</u>
341 Date:	<u>08/11/2009</u>	Amount Due to be Current:	<u>\$0</u>
Confirmation Date:	<u>01/05/2010</u>	Old Plan Base:	<u>\$41,950</u>

**Changes to Trustee Payments**

**Current Plan Payment to Trustee Amounts and Term:**

<u>Start Date</u>	<u>Number of Months</u>	<u>Amount</u>
7/2009	13	\$ 250.00
8/2010	2	\$ 250.00
10/2010	3	\$ 400.00
1/2011	1	\$ 5,000.00
5/2011	5	\$ 400.00
7/2011	1	\$16,000.00
8/2011	35	\$ 400.00

**The plan payment amount will be changed to:**

<u>Start Date</u>	<u>Number of Months</u>	<u>Amount</u>
1/2012*	31	\$ 720.00

\* payments before start date above are unchanged from prior plan

New Plan Base Amount: \$50,430

**AND**

Plan payments to the Trustee as listed above will resume on or before December 1, 2011 (within 30 days from the date of this **Modification**). If the Debtors are subject to a wage order, the Chapter 13 Trustee will change the amount withheld from the Debtor(s) wages to match the terms of the Plan, as modified herein, effective on the date this modification is filed.

**Changes to Payments to Creditors**

Change treatment of the following claim(s):

**From:**

Name	Collateral	Treatment	No.	Claim Class	Sched. Amount	Claim Amount	%Rate	Value
Chase	Homestead (Pre Arr)	Pro Rata	1	Secured	\$2,200	\$6,248.64	0%	\$144,730
Chase	Homestead (Post Arr)	Pro Rata	45	Secured	\$0	\$4,441.62	0%	\$144,730
Chase	Homestead (2 <sup>nd</sup> Lien)	Pay Direct	40	Secured	\$18,800	\$16,605.70	3.25%	\$144,730

**To:**

Name	Collateral	Treatment	No.	Class	Amount	Amount	%Rate	Value
Chase	Homestead (Pre Arr)	Pro Rata	1	Secured	\$935.30	\$6,248.64	0%	\$144,730
Chase	Homestead (Post Arr)	Pro Rata	45	Secured	\$623.43	\$4,441.62	0%	\$144,730
Chase	Homestead (Pre Arr)	Pay Direct	1	Secured	\$3,818.19	\$6,248.64	0%	\$144,730
Chase	Homestead (Post Arr)	Pay Direct	45	Secured	\$5,313.34	\$4,441.62	0%	\$144,730
Chase	Homestead (2 <sup>nd</sup> Lien)	Pro Rata	40	Secured	\$18,800	\$16,605.70	3.25%	\$144,730

The automatic stay shall be lifted and the Trustee shall cease disbursement on account of any surrendered collateral as indicated above, without further order of the Court as of the date of filing hereof, pursuant to Paragraph 4e of General Order 2006-8.

**Distribution to Unsecured Creditors**

To the extent the Base Amount exceeds the amount needed to pay all allowed Secured, Priority and Administrative Claims in full, such excess shall be paid pro-rata to timely filed allowed non-penalty general unsecured claims up to 100%, with any remaining balance refunded to Debtors.

**Reason for Modifications**

- X   (1) To cure plan arrears to the Trustee if any.
- (2) To provide or modify treatment for Secured, Priority or Unsecured claim not previously provided for in the plan.
- (3) To make plan sufficient (based on allowed claims).
- (4) To modify the Unsecured Creditors Pool from \$ \_\_\_\_\_ to \$ \_\_\_\_\_.
- (5) To modify percentage to Unsecured Creditors in a pre-10-17-05 case from \_\_\_\_\_% to \_\_\_\_\_%.
- X   (6) Other: change 1<sup>st</sup> lien on mortgage to "pay direct" because Chase will not accept payments;  
change 2<sup>nd</sup> lien (also Chase) to "pro rata" to apply those payments.

**Debtor's attorney fee for this modification**

Total amount of \$400.00, of which \$400.00 will be paid through the plan by the Trustee pro rata, after payment of specified monthly payments and before any other pro rata payments.

All other provisions as set forth in the last confirmed plan remain the same.

Date: December 1, 2011

/s/ Mark B. French

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